

# County of McHenry Request for Proposal

## **RFP # 13-32**

### **Comprehensive Review and Revision of the Stormwater Management Ordinance**

April 22, 2013

McHenry County is issuing this Request for Proposals (RFP) for the purpose of contracting with a qualified consulting firm to assist the County in the comprehensive review and revision of the McHenry County Stormwater Management Ordinance (SMO). It is the County's intent to solicit interest from consulting firms that have the necessary engineering and legal expertise and experience developing similar regulatory documents. The contract will be awarded based on the proposed scope of services and the demonstrated ability of the consulting firm to perform those services.

**GENERAL REQUIREMENT:** This is a Request for Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and one (1) copy of the complete proposal are to be submitted.**

#### **SUBMISSION LOCATION:**

#### **Mailing Address:**

Purchasing Department  
McHenry County Administration Building  
2200 N. Seminary Avenue Room 200  
Woodstock IL 60098

#### **Drop Off In Person:**

Purchasing Department  
McHenry County Administration Building  
667 Ware Road Room 200  
Woodstock IL 60098  
Phone: (815) 334-4818  
Fax: (815) 334-4680

#### **CONTACT PERSON:**

Mr. Donald A. Gray  
Director of Purchasing

#### **SUBMISSION DATE AND TIME:**

**2:00 PM, (CST) May 16, 2013**

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

## SCHEDULE OF EVENTS

December 20, 2013-----	RFP Available
May 3, 2013-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
May 10, 2013-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
May 16, 2013-----	RFP due in Purchasing at 2:00 P.M.(CST)
May 16, 2013 – July 16, 2013-----	Evaluation, Committee recommendation, Award of Contract and Notification to Successful Vendor

## GENERAL INFORMATION

### REQUEST FOR PROPOSALS

#### DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

#### RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

#### EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

#### NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

## TERMS AND CONDITIONS

### AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved December 1, 2006. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

### RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

### INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

### AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

### CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Qualifications and experience for the specific scope of services as set forth herein (50pts).
2. Cost Proposal based on the contract description (5 pts)
3. Compliance with requirements of this RFP (40 pts).
4. References provided (5 points)

Total 100 points

### NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

## SECURITY

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

## PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates.htm](http://www.state.il.us/agency/idol/rates.htm). The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors may access the Illinois Department of Labor website for updates [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

## CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS ([Public Act 94-0488](#))

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) “guarantees workers the right to a safe and healthful workplace”. Under Section 5(a) (1) of the OSHA Act, the employer must “furnish to each of his employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees.”

There are times when the County must hire entitles and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website.

Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

#### VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

#### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue

for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

#### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

#### REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

#### QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.



Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

## INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

## EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

#### HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work

covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

#### EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

#### DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original and one (1) copy of the completed proposal along with any support documentation to:

Mr. Donald A. Gray  
Director of Purchasing  
McHenry County Administration Building  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on May 16, 2013**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

**BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.**

#### SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

#### **PRICING**

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

#### FREIGHT

Freight is all inclusive unless otherwise stated.

#### FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

## **SPECIFICATIONS**

### **County Background**

McHenry County is located in northeastern Illinois and is part of the seven-county metropolitan Chicago region. The County has a population of 308,944 (2011 estimate). The County contains approximately 611 square miles, of which approximately 27% is incorporated into 30 municipalities. Countywide existing land use is classified as follows:

<b>Use</b>	<b>Acres</b>	<b>Percent</b>
Agriculture	220,878	60.0%
Single-Family and Estate Residential	60,449	16.4%
Open Space	41,150	11.2%
Vacant and Unclassified	22,458	6.1%
Government/Institutional/Utility	8,845	2.4%
Mining	4,436	1.2%
Retail	4,333	1.2%
Office/Research/Industrial	3,782	1.0%
Multifamily Residential	1,518	0.4%
Mixed Use	150	0.0%
<b>Total</b>	<b>367,999</b>	<b>100.0%</b>

McHenry County contains a wealth of environmental and natural resources. The County contains many rivers and streams, floodplains, wetlands, many threatened and endangered species, vast areas of hydric soils, large areas that are classified as sensitive aquifer recharge areas. The latter are particularly important as the County and its municipalities are completely dependent on groundwater for their public and private water supply. A primary objective of revising the SMO is to adopt new standards requiring run-off volume reduction and groundwater recharge.

### **Stormwater Management Ordinance Background**

The McHenry County Stormwater Ordinance (SMO) was adopted in 2004. The Ordinance is enforced countywide. The Chief Enforcement Officer is the McHenry County Chief Stormwater Engineer. The Chief Stormwater Engineer is manager of the Department of Planning and Development, Water Resources Division. The Chief Stormwater Engineer directly enforces the SMO in unincorporated areas of the County. Municipalities, which adopt their own ordinances that are at least as stringent as the County SMO, may petition to be certified to enforce their own ordinance. Certified Communities are subject to periodic review of their stormwater management activities and recertification by the County. Currently 15 communities are certified to enforce their own stormwater management ordinances. An additional six communities are certified through intergovernmental agreements to enforce their own stormwater management ordinance under the approval of Lake County and Kane County. The Chief Stormwater Engineer directly enforces the McHenry County SMO in the remaining nine non-certified communities.

The McHenry County SMO was adopted in 2004. It is modeled on the Northeastern Illinois Planning Commission's original:

- Model Floodplain Ordinance for Communities within Northeastern Illinois (July 1996)
- Model Soil Erosion and Sediment Control Ordinance (September 1991)
- Model Stormwater Drainage and Detention Ordinance (June 2000)
- Model Stream and Wetland Protection Ordinance (October 1988)

The McHenry County SMO was developed over an 8-year time span, following adoption of the McHenry County Comprehensive Stormwater Plan in 1996. During the course of developing the SMO, sections of the model ordinances were combined with editing based on input from a stakeholder committee. During the nine years since the adoption of the ordinance, numerous inconsistencies have been identified and the enforcement of many provisions has proven problematic.

The shortcomings in the ordinance make it difficult for property owners, developers, and consultants to understand and comply with the ordinance. They also make it difficult for County and municipal enforcement officers to interpret and enforce the ordinance. The Ordinance makes the permit submittal and approval process overly complicated for smaller projects. For example, we need to reconsider the definition of regulated development and also review situations where engineering plans are required. The Stormwater Management Ordinance also requires updating in order to implement the recommendations contained in the County's 2030 Comprehensive Plan, which was adopted in 2010, and the County's Water Resources Action Plan, which was adopted in 2011. Both plans call for the County to update its regulations to further protect the quantity and quality of our valuable water resources.

### **Project Background**

The County intends to contract a consulting firm to provide a comprehensive review and revision of the SMO. The project is anticipated to take 12 to 15 months to complete and to have a budget not to exceed \$125,000. Funding for the project will be appropriated from the County's Contingency Fund concurrent with approval of the award contract. The County anticipates initiating the project in July, 2013 and project completion between July, 2014, and September, 2014. The project schedule could be significantly impacted by the need to have the amendment to the SMO approved by the Illinois Department of Natural Resources (IDNR) and Federal Emergency Management Agency (FEMA).

The County's primary objectives for revising the SMO include:

- Correct the numerous inconsistencies in terms, definitions, and regulatory standards that occur throughout the ordinance.
- Streamline the permit submittal and review requirements, particularly for minor and intermediate projects.
- Reduce the regulatory burden of compliance, particularly with respect to floodplain and wetland standards that exceed state and federal requirements.
- Ensure the regulations are consistent with state and federal regulations.
- Revise the standards for public road developments to reduce the need for variances.
- Revise the standards for agricultural developments to facilitate the expansion of agricultural activities in the county.
- Establishing regulations to implement the County's 2030 Comprehensive Plan.  
([www.mchenrycounty2030plan.com](http://www.mchenrycounty2030plan.com))
- Establishing regulations to implement the County's Water Resources Action Plan, particularly recommendations for runoff volume reduction and improving the quality of stormwater runoff.  
([www.co.mchenry.il.us/departments/waterresources/Pages/GroundwaterProtectionProgram.aspx](http://www.co.mchenry.il.us/departments/waterresources/Pages/GroundwaterProtectionProgram.aspx))

- Establishing regulations to implement the County's Green Infrastructure Plan, particularly recommendations for Green Infrastructure at a Local Scale (p. 41-42). ([www.co.mchenry.il.us/departments/planninganddevelopment/Pages/GreenInfrastructure.aspx](http://www.co.mchenry.il.us/departments/planninganddevelopment/Pages/GreenInfrastructure.aspx))
- Establishing regulation to implement the Crystal Lake Watershed Design Manual & Implementation Plan, within the boundaries of the watershed. ([www.crystallake.org/index.aspx?page=74#design](http://www.crystallake.org/index.aspx?page=74#design))

The consultant will be overseen by a staff committee comprised of the following individuals:

- Director of Planning and Development
- Water Resource Manager/Stormwater Chief Engineer;
- Zoning Enforcement Officer;
- Building Code Enforcement Officer;
- Environmental Health Representative; and
- State's Attorney Office Representative.

Either the Director of Planning and Development or the Water Resource Manager/Stormwater Chief Engineer will be the primary contact between the County and the consultant. The staff committee will assist with all stages of the project, including:

- Reviewing consulting firm proposals, interviewing selected consulting firms, and recommending the consulting firm to contract for services.
- Providing information regarding existing ordinances, interpretations, and procedures;
- Providing direction regarding desired ordinance modifications;
- Reviewing the consulting firm's reports and draft ordinance;
- Facilitating review of the draft ordinance by the County Board Natural and Environmental Resources Committee(NERC) and the McHenry County Stormwater Management Commission (SMC); and
- Facilitating public participation.

The McHenry County Board NERC and the SMC will serve as the primary stakeholders for providing the consulting firm with input regarding policy direction and for reviewing proposed ordinance revisions. It is anticipated that a subcommittee of NERC and SMC members, will conduct joint meetings as necessary throughout the project. The SMC will conduct the final public hearing and will recommend adoption of the proposed amendments to NERC. NERC will receive the SMC recommendation and recommend the ordinance revisions for adoption by the County Board.

While NERC, SMC, and staff have many ideas regarding the problems with the current ordinance, the project will require a public participation element. At various stages in the process, the consulting firm will be expected to collect input from a broader group of stakeholders, including:

- Stormwater Management Commission Technical Advisory Committee (TAC);
- County and township roadway agencies;
- Municipal officials, engineers, and enforcement officers;
- Developers;
- Consulting engineers;
- Farmers and agricultural interests;
- Environmental organizations;
- Watershed groups;
- Natural resource agencies; and
- Other interest groups and property owners.

The staff committee will facilitate stakeholder participation.

## **Selection Process**

The staff committee will review all proposals that are received by the deadline based on the selection criteria set forth in this RFP. Based on that review, the staff committee will rank the firms from most qualified to least qualified to provide the services required by this RFP. From the ranking, the staff committee will identify a short list of firms to be invited for on-site interviews with the staff committee. The staff committee will create a final ranking of firms based on their written proposal and interview.

The County will negotiate the specifications, terms and conditions which may be necessary or appropriate to accomplish the purpose of this RFP with the top ranked firm. The County may require the RFP and the written proposal to be incorporated in full or in part as contract documents. Should the County not be able to negotiate a mutually agreeable contract with the top ranked consulting firm, the County will proceed to the next highest ranked firm. The County may repeat this process as often as is required until a suitable contract is developed.

## **Selection Criteria**

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- The quality and completeness of the proposed scope of services, including the specific methods and processes, to be utilized in reviewing and revising the SMO.
- The ability of the consulting firm to provide the proposed scope of services, based on the following factors:
  - The experience of the firm and key staff in providing similar services for the development of similar regulations.
  - The experience of the firm and key staff in designing stormwater management structures, applying for stormwater management permits, reviewing the design of stormwater management structures, and reviewing stormwater management permit applications.
  - Knowledge and understanding off federal and Illinois statutes and case law related to stormwater management and drainage law.
  - Demonstrated history of providing previous consulting services and delivering completed projects on schedule and within budget.
- Staff, administrative, and technical capacity to perform the proposed scope of services.
- Compliance to all conditions and requirements of this RFP.

## **Scope of Services Requirements**

As this is a request for proposals, it is the consulting firm's responsibility to provide a proposed scope of services regarding the tasks, methods, and processes to be utilized in reviewing and revising the SMO. At a minimum, proposals must address the proposed methods and processes to accomplish the following tasks, or the proposal must include alternative tasks to meet the same objectives:

- Task 1 – Compile a report identifying issues with the existing regulations and objectives for revising the SMO. Subtasks may include:
  - Review the County's existing SMO with the staff committee
  - Review the County's existing SMO with NERC and SMC
  - Collect stakeholder input regarding problems with the County's existing regulations and objectives for the revisions of the SMO.
  - Review the 2030 Comprehensive Plan, Water Resources Action Plan, and other relevant policy documents and identify key policy direction for the SMO.

- Task 2 – Develop a report proposing solutions for the issues identified in Task 1. Subtasks may include:
  - Identify the specific existing ordinance provisions that should be modified.
  - Provide conceptual draft language for major new regulatory components or concepts.
  - Review the proposed solutions with the staff committee.
  - Review the proposed solutions with NERC and SMC.
- Task 3 – Develop the draft SMO revisions. Subtasks may include:
  - Draft revised ordinance language.
  - Document proposed changes from existing ordinances.
  - Review the proposed revisions with the staff committee.
  - Review the proposed revisions with the State’s Attorney Office.
  - Revise the draft based on direction from the staff committee and States Attorney Office.
  - Review the proposed revisions with TAC.
  - Review the proposed revisions with NERC and SMC.
  - Revise the draft based on direction from the TAC, NERC, and SMC.
- Task 4 – Adoption of the revised SMO. Subtasks may include:
  - Participate in Public Hearing(s) with the SMC.
  - Revise draft language based on public comments and SMC direction.
  - Review the revised language with the State’s Attorney Office.
  - Submit draft document for IDNR and FEMA approval.
  - Participate in NERC and County Board review and adoption of the ordinance.
- Task 5 – Public Information and participation. Through the project, the consultant shall provide information to the public and stakeholders and provide opportunities for review and comments using the internet, email, web surveys, and/or social media.
- Task 6 – Legal review. It is anticipated that the consulting team will include a legal consultant or sub-consultant. The legal consultant or sub-consultant should review all draft language to ensure it complies with state and federal statutory and constitutional provisions. The legal review will be coordinated with the McHenry County State’s Attorney Office, which retains ultimate responsibility for providing the County with legal representation.

### **Proposal Submittal Requirements**

Proposals must include the following information:

- A narrative statement documenting the ability of the firm to provide the proposed scope of services. The narrative statement should provide the following information:
  - The firm’s qualifications and experience in providing similar services for the development of similar regulations for similar clients. Specify if the clients are county, municipal, or state agencies.
  - A list identifying key staff members and their responsibilities.
  - The firm’s knowledge and understanding of Illinois statutes and case law related to stormwater management and Illinois drainage law.
  - The firm’s staff, administrative, and technical capacity to perform the proposed scope of services within its proposed timeline and budget.
- Three references for similar clients for whom the firm has provided similar services.



- A resume and three client references for each of the key staff member identified in the proposal.
- A proposed scope of services identifying the proposed tasks, methods, and processes to be utilized in reviewing and revising the SMO. At a minimum, proposals must provide proposed methods and processes to accomplish the tasks identified in the Scope of Services Requirements of this RFP or the proposal must include alternative tasks to meet the same objectives.
- A narrative statement describing the firm's proposed file and document formats. The County will provide its existing ordinance in MS Word and pdf format. The County prefers to receive preliminary and final documents in pdf and MS Word formats. The narrative statement should also specify how the consultant will document changes between the County's existing ordinances and the proposed ordinance for easy review. The County prefers that modifications be shown with underline font for new text and strikethrough font for deleted text.
- A narrative statement identifying the roles and responsibilities of County staff.
- A timeline for completion of the proposed scope of services including dates for completion of subtasks and milestones.
- A cost proposal for completion of the proposed scope of services including a cost breakdown and payment schedule for project subtasks.

***THIS PAGE IS MANDATORY.***

**PROPOSAL FORM**

WE, \_\_\_\_\_, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER  
THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE  
SPECIFICATIONS CONTAINED HEREIN.

WE ALSO CERTIFY THAT THIS WRITTEN PROPOSAL IS VALID FOR 120 DAYS FROM THE DAY OF  
THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF  
MCHENRY.

**\*\*Please list below other costs that may be associated with this service or used additional  
sheets if necessary:**

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Estimated start date after receipt of purchase order: # \_\_\_\_\_ days.

Estimated time of completion: # \_\_\_\_\_ days

Does your company have a formal safety policy and your employees participate  
in safety training?

Upon request, would you be able to provide the County with a copy of your  
safety policy?

YES	NO

***THIS PAGE IS MANDATORY.***

***REFERENCES***

AUTHORIZED NEGOTIATORS:
-------------------------

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

***THIS PAGE IS MANDATORY.***

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

***THIS PAGE IS MANDATORY.***

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL  
DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. \_\_\_\_\_ Yes \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

____ Individual	____ Real Estate Agent
____ Sole Proprietorship	____ Government Entity
____ *Partnership	____ Tax Exempt Organization
____ **Corporation	____ (IRC 501(a) only)
____ Not-for-Profit Corporation	____ Trust or Estate
____ Medical and Health Care Services Provider Corporation	

\*State full names, titles and addresses of all responsible principles and/or partners below;

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed please submit any additional sheets.**

***THIS PAGE IS MANDATORY.***

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\*\*State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
(Individual - Partnership - Company - Corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, and Zip Code)

\_\_\_\_\_  
(By Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone No)

\_\_\_\_\_  
(Fax No)

\_\_\_\_\_  
(Date)

***End of Document***